STATE OF MISSOURI
MISSOURI BOARD OF PHARMACY

IN RE:	)	
	)	
XIAOJUN WANG	)	
License No.: 2015031325	)	Complaint No. 2018-000756
2931 N. Governeour Street, Apt. 111	)	
Wichita, KS 67226	)	

SETTLEMENT AGREEMENT

Come now Xiaojun Wang ("Respondent" or "Licensee") and the Missouri Board of Pharmacy ("Board" or "Petitioner") and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's license to practice pharmacy will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided her by operation of law, Respondent knowingly

and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Respondent acknowledges that she has received a copy of the draft Complaint to be filed with the Administrative Hearing Commission, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Respondent's license.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's license to practice pharmacy, numbered 2015031325, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

JOINT STIPULATION OF FACTS

1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo (2016)[1] for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.

2. Xiaojun Wang is licensed as a pharmacist under the laws of the State of Missouri, License No. 2015031325. Respondent's license was at all times relevant herein current and active.

3. At all times relevant herein, Respondent was employed as the pharmacist-in-charge ("PIC") at CVS Pharmacy #5663, 6244 Brookside Blvd., Kansas City, MO 64113 (the "Pharmacy").

4. On or about January 26, 2018, the Board office received a Pharmacist Disciplinary Action Report from the Pharmacy stating that Respondent had been terminated on

[1] All statutory references are to the Revised Statutes of Missouri (2016) unless otherwise stated.

January 23 for dispensing four tablets of generic Concerta 36mg on January 12, 2018, to a patient without a prescription and without labeling the container.

5. Concerta is a brand name for methyphenidate which is a schedule II controlled substance.

6. The Pharmacy confirmed a shortage of four tablets of methyphenidate 36mg on January 15, 2018.

7. When asked by the Pharmacy about the shortage on January 15, 2018, Respondent told the Pharmacy that she had advanced the four tablets to a patient because the patient ran out of medication and was reportedly unable to obtain a new prescription until the following week.

8. On January 16, 2018, Respondent gave an oral and a written statement to the Pharmacy admitting that she provided patient S.R. with four tablets of generic Concerta 36mg in a closed amber vial without a prescription and without a pharmacy label on January 12, 2018.

9. Respondent violated the Pharmacy's policies and procedures by dispensing the controlled substance without a prescription.

10. Missouri law prohibits the dispensing of controlled substances without a prescription, to-wit:

> 1. Except as provided in subsection 4 of this section, a pharmacist, in good faith, may sell and dispense controlled substances to any person only upon a prescription of a practitioner as authorized by statute, provided that the controlled substances listed in Schedule V may be sold without prescription in accordance with regulations of the department of health and senior services. All written prescriptions shall be signed by the person prescribing the same. All prescriptions shall be dated on the day when issued and bearing the full name and address of the patient for whom, or of the owner of the animal for which, the drug is prescribed, and the full name, address, and the registry number under the federal controlled substances laws of the person prescribing, if he or she is required by those laws to be so registered. If the prescription is for an animal, it shall state

> the species of the animal for which the drug is prescribed. The person filling the prescription shall either write the date of filling and his or her own signature on the prescription or retain the date of filling and the identity of the dispenser as electronic prescription information. The prescription or electronic prescription information shall be retained on file by the proprietor of the pharmacy in which it is filled for a period of two years, so as to be readily accessible for inspection by any public officer or employee engaged in the enforcement of this law. No prescription for a drug in Schedule I or II shall be filled more than six months after the date prescribed; no prescription for a drug in Schedule I or II shall be refilled; no prescription for a drug in Schedule III or IV shall be filled or refilled more than six months after the date of the original prescription or be refilled more than five times unless renewed by the practitioner.
> § 195.060.1, RSMo

11. Respondent violated § 195.060.1, RSMo, by dispensing methyphenidate 36mg without a prescription.

12. Federal law also prohibits the dispensing of schedule II controlled substances without a prescription:

> (a) A pharmacist may dispense directly a controlled substance listed in Schedule II that is a prescription drug as determined under section 503 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 353(b)) only pursuant to a written prescription signed by the practitioner, except as provided in paragraph (d) of this section. A paper prescription for a Schedule II controlled substance may be transmitted by the practitioner or the practitioner's agent to a pharmacy via facsimile equipment, provided that the original manually signed prescription is presented to the pharmacist for review prior to the actual dispensing of the controlled substance, except as noted in paragraph (e), (f), or (g) of this section. The original prescription shall be maintained in accordance with § 1304.04(h) of this chapter. 21 C.F.R. § 1306.11

13. Respondent violated 21 C.F.R. § 1306.11(a) by dispensing methyphenidate 36mg without a prescription.

14. Dispensing controlled substances without a prescription and without a label also is misbranding and violates Missouri law, to wit:

> The following acts and the causing thereof within the state of Missouri are hereby prohibited:

(1) The manufacture, sale, or delivery, holding or offering for sale of any food, drug, device, or cosmetic that is adulterated or misbranded;

(2) the adulteration or misbranding of any food, drug, device, or cosmetic; §196.015(1)-(2), RSMo.

15. Missouri law further provides:

1. Any manufacturer, packer, distributor or seller of drugs or devices in this state shall comply with the current federal labeling requirements contained in the Federal Food, Drug and Cosmetic Act, as amended, and any federal regulations promulgated thereunder. Any drug or device which contains labeling that is not in compliance with the provisions of this section shall be deemed misbranded. §196.100.1, RSMo.

16. A legend drug dispensed without a prescription is misbranded under federal law, which provides, in pertinent part:

(b) Prescription by physician; exemption from labeling and prescription requirements; misbranded drugs; compliance with narcotic and marihuana laws

(1) A drug intended for use by man which –

(A) because of its toxicity or other potentiality for harmful effect, or the method of its use, is not safe for use except under the supervision of a practitioner licensed by law to administer such drug; or

(B) is limited by an approved application under section 355 of this title to use under the professional supervision of a practitioner licensed by law to administer such drug;

shall be dispensed only:

(i) upon a written prescription of a practitioner licensed by law to administer such drug, or

(ii) upon an oral prescription of such practitioner which is reduced promptly to

writing and filed by the pharmacist, or

(iii) by refilling any such written prescription if such refilling is authorized by the prescriber either in the original prescription or by oral order which is reduced promptly to writing and filed by the pharmacist. The act of dispensing a drug contrary to the provisions of this paragraph shall be deemed to be an act which results in the drug being misbranded while held for sale. 21 U.S.C. §353(1).

17. A drug or device also is misbranded under federal law when it fails to have a label on its package, to-wit:

(b) Package form; contents of label

If in package form unless it bears a label containing (1) the name and place of business of the manufacturer, packer, or distributor; and (2) an accurate statement of the quantity of the contents in terms of weight, measure, or numerical count: *Provided*, That under clause (2) of this paragraph reasonable variations shall be permitted, and exemptions as to small packages shall be established, by regulations prescribed by the Secretary. 21 U.S.C. § 352(b)

18. Federal law also provides:

The following acts and the causing thereof are prohibited:

(a) The introduction or delivery for introduction into interstate commerce of any . . . drug . . . that is adulterated or misbranded.

(b) The adulteration or misbranding of any . . . drug . . . in interstate commerce. 21 U.S.C. §331(a)-(b).

19. By dispensing controlled substances which were not authorized by a prescription and which did not contain a label, Respondent misbranded legend drug products and dispensed misbranded drug products in violation of §196.015, RSMo, §196.100, RSMo, 21 U.S.C. §353(1), 21 U.S.C. §352(b), 21 U.S.C. §331(a)-(b).

20. Missouri law also requires that prescriptions dispensed at pharmacies contain proper labels, to-wit:

> 1. It shall be the duty of a licensed pharmacist or a physician to affix or have affixed by someone under the pharmacist's or physician's supervision a label to each and every container provided to a consumer in which is placed any prescription drug or biological product upon which is typed or written the following information:
> (1) The date the prescription is filled;
> (2) The sequential number or other unique identifier;
> (3) The patient's name;
> (4) The prescriber's directions for usage;
> (5) The prescriber's name;
> (6) The name and address of the pharmacy;
> (7) The exact name and dosage of the drug dispensed;
> (8) There may be one line under the information provided in subdivisions (1) to (7) of this subsection stating "Refill" with a blank line or squares following or the words "No Refill";
> (9) When a generic or interchangeable biological substitution is dispensed, the name of the manufacturer or an abbreviation thereof shall appear on the label or in the pharmacist's records as required in section 338.100.
> § 338.059.1, RSMo.

21. By failing to affix a label to the controlled substances dispensed to patient S.R., Respondent violated § 338.059.1, RSMo.

PIC violations

22. All of the above referenced violations committed by Respondent, the Pharmacy and its staff may be imputed to Respondent, who is ultimately charged with responsibility to ensure that the Pharmacy is operated in full compliance of all state and federal laws and regulations concerning the practice of pharmacy.

23. As PIC, Respondent also is charged with responsibility to ensure that the Pharmacy is operated in full compliance of all state and federal laws and regulations concerning the practice of pharmacy pursuant to § 338.210.5, RSMo, which states:

> 5. If a violation of this chapter or other relevant law occurs in connection with or adjunct to the preparation or dispensing of a prescription or drug

order, any permit holder or pharmacist-in-charge at any facility participating in the preparation, dispensing, or distribution of a prescription or drug order may be deemed liable for such violation.

24. As pharmacist-in-charge, Respondent's failure to supervise pharmacy personnel to assure full compliance with state and federal pharmacy laws and regulations, and Respondent's failure to implement and enforce policies and procedures to effectively insure the public safety is in violation of 20 CSR 2220-2.090(2)(E), (G), (N), (P), (W) and (Y) which states, in pertinent part:

> (2) The responsibilities of a pharmacist-in-charge, at a minimum, will include:
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> * * *
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> (E) Assurance that all procedures of the pharmacy in the handling, dispensing and recordkeeping of controlled substances are in compliance with state and federal laws;
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> * * *
>
> (G) All labeling requirements are complied with according to section 338.059, RSMo, federal laws where required and board regulations governing auxiliary labeling of drugs and devices;
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> * * *
>
> (N) The pharmacist-in-charge will be responsible for the supervision of all pharmacy personnel, to assure full compliance with the pharmacy laws of Missouri;
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> * * *
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> (P) Policies and procedures are in force to insure safety for the public concerning any action by pharmacy staff members or within the pharmacy physical plant;
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> * * *
>
> (W) Assure full compliance with all state and federal drug laws and rules.
>
> * * *

(Y) Assure that all state and federal laws concerning drug distribution and control are complied with and that no violations occur that would cause a drug or device or any component thereof to become adulterated or misbranded;

JOINT CONCLUSIONS OF LAW

25. Respondent's conduct is cause for disciplinary action against her license to practice pharmacy under § 338.055.2(5), (6), (13), and (15), RSMo, which provides:

> 2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:
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> * * *
>
> (5) Incompetence, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;
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> (6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;
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> * * *
>
> (13) Violation of any professional trust or confidence;
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> * * *
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> (15) Violation of the drug laws or rules and regulations of this state, any other state or the federal government.

JOINT AGREED DISCIPLINARY ORDER

A. Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.045.4(3), RSMo. Respondent's pharmacist license, number 2015031325 shall

be placed on **PROBATION for a period of TWO (2) YEARS** ("disciplinary period"). The terms of discipline shall be:

The following terms apply for the entire disciplinary period.

1. Respondent shall comply with all applicable provisions of Chapter 338, Chapter 195, Chapter 196 and all applicable federal and state pharmacy/drug laws and regulations and all federal and state criminal laws. "State" here includes the State of Missouri and all other states and territories of the United States.

2. Respondent shall not serve as pharmacist-in-charge or manager-in-charge of any entity licensed or regulated by the Board, or as a preceptor for pharmacy interns or as a teaching member of any school or college of pharmacy. Additionally, Respondent shall not serve as a consultant required by a Board disciplinary order for any pharmacy/drug distributor.

3. Respondent shall keep the Board apprised of her current home, electronic mail (e-mail) and work addresses and telephone numbers. Respondent shall notify the Board of any change in Respondent's employer or Respondent's home or work address within ten (10) days of such change in a manner approved by the Board. For employer/work changes, Respondent's notification shall include the reasons for the change. If at any time Respondent is employed by a temporary employment agency or maintains employment that requires frequent daily or weekly changes of work location she must provide the Board a list of locations worked if requested by the Board or Board's representative.

4. If Respondent's license expires or becomes void/invalid, upon renewal or reapplication, Respondent's license shall be subject to all terms and conditions of discipline not previously satisfied, including any remaining suspension/probationary period.

5. Respondent shall cooperate with the Board's monitoring and investigation of Respondent's compliance with the terms and conditions of this Settlement Agreement. Respondent shall make herself available for personal interviews to be conducted by a member of the Board or the Board of Pharmacy staff. Said meetings shall be at the Board's discretion and may occur periodically during the disciplinary period.

6. Respondent shall respond to any written inquiry of the Board and provide any requested documentation/records within three (3) days of receipt of a written request from the Board or the Board's authorized designee, or as otherwise requested by the Board/Board designee.

7. If requested by the Board, Respondent shall submit to a criminal history background check via the Board's approved vendor at Respondent's cost. Unless otherwise directed by the Board, Respondent shall submit the required fingerprints and undergo

the requested criminal history background check within ten (10) days of the Board's request.

8. Respondent shall submit to any drug, alcohol or urinalysis testing requested by the Board, at Respondent's cost. Testing may be conducted on any human sample, including, but not necessarily limited to, urine, blood, breath, hair, nails, skin or saliva. The timing, manner and scheduling for testing is within the Board's sole discretion.

9. Respondent shall report any of the following occurrences to the Board, in writing, within seventy-two (72) hours of such occurrence:
    a. Any arrest or issuance of a criminal complaint;
    b. Any municipal/local arrest, citation or complaint relating to drugs, theft, shoplifting, burglary, possession of drug paraphernalia, driving or operating a motor vehicle under the influence/while intoxicated or illegally possessing, selling or purchasing alcohol, any drug or drug paraphernalia;
    c. A finding or plea of guilty or nolo contendre in any state or federal criminal proceeding to any criminal complaint, information or indictment, including, but not limited to, any deferred or diverted adjudication, order or agreement;
    d. A conviction of any crime, including, but not limited to, any Suspended Imposition of Sentence ("SIS") or Suspended Execution of Sentence ("SES");
    e. A finding by a court that Respondent has violated any term of her criminal probation/parole;
    f. Any discipline, citation, or other administrative action filed or taken against Respondent by any state board/committee of pharmacy, or any other state or federal agency.

    Failure to timely report any of the foregoing occurrences shall be considered a disciplinary violation.

10. If Respondent is currently or begins serving any period of criminal probation/parole, Respondent shall provide the name of her probation/parole officer to the Board, in writing, within ten (10) days of the effective date of this Agreement or within ten (10) days of the designation of a probation/parole officer. If Respondent's probation/parole officer is changed for any reason, Respondent shall submit the name of the replacement officer to the Board within ten (10) days of the change/modification. Respondent shall execute a release authorizing her probation or parole officer to provide to the Board any information relating to Respondent's probation or parole. Respondent shall maintain the release in effect and shall provide an updated release if requested by the Board.

11. Respondent shall file a "Disciplinary Compliance Report" with the Board in a form/manner approved by the Board. The Disciplinary Compliance Report shall be due by January 1 and July 1 of each calendar year. Respondent's final Disciplinary

Compliance Report shall be filed no later than ninety (90) days before the end of the probationary period.

12. Respondent's failure to comply with any condition of discipline set forth herein constitutes a violation of this disciplinary Agreement.

13. The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

NOTICE TO EMPLOYERS

14. If applicable, Respondent shall notify any employer of the employer's need to apply for and receive the necessary state (misdemeanor/felony) and federal (felony) waivers from the Bureau of Narcotics and Dangerous Drugs and the Drug Enforcement Administration in order to be employed within a facility that maintains state or federal registrations for the purpose of storing, distributing or dispensing controlled substances.

15. Except as otherwise provided herein, "Employment" within the meaning of this Agreement shall include any full-time, part-time, temporary, relief or pharmacy management service as a pharmacist in or any position for which a pharmacist license, pharmacy intern license or pharmacy technician registration is a requirement or criterion for employment in, regardless of whether Respondent is an employee, independent contractor, volunteer, instructor or consultant. "Employment" shall also include any entity where legend drugs are stored, sold, dispensed or distributed.

16. Respondent shall notify any current or future employers of this action by providing a copy of this Settlement Agreement to the pharmacist-in-charge or manager-in-charge of any pharmacy or drug distributorship where Respondent is employed, on or before the effective date of discipline or prior to accepting any offer of employment.
    a. If Respondent is not or will not be employed by a pharmacy or drug distributor, the notice shall be provided to Respondent's direct supervisor at Respondent's current/prospective place of employment, as defined herein, within the timeframes required by this section.
    b. For purposes of this Agreement, a pharmacy shall also include, but is not limited to, any location providing pharmacy services for inpatients of a licensed hospital or residents of a long term care facility.

17. Respondent shall cause the pharmacist-in-charge, manager-in-charge or supervisor of any employer to sign a written acknowledgment on a form approved by the Board indicating that he/she has received and reviewed the Settlement Agreement and the terms and conditions imposed thereby. The written acknowledgement shall be signed and dated by the applicable pharmacist-in-charge, manager-in-charge or supervisor and shall be submitted to the Board by Respondent for verification within ten (10) days of the dated signature. Respondent shall be responsible for ensuring the required signed acknowledgments are timely submitted to the Board.

18. If at any time Respondent is employed by a temporary employment agency, Respondent must provide each employment agency a copy of this Settlement Agreement prior to being assigned to a temporary employment site. Respondent shall also provide a copy of the Settlement Agreement to each pharmacist-in-charge or manager-in-charge of each pharmacy or drug distributor where Respondent is assigned to work. If the pharmacist-in-charge or manager-in-charge is not present at the employment site, a copy of the Settlement Agreement shall be left at the applicable site for the pharmacist-in-charge/manager-in-charge to review. Respondent shall provide an accurate listing of all employment/work sites where Respondent has been assigned if requested by the Board or the Board's authorized designee.

19. Licensee shall execute any release or provide any authorization necessary for the Board to obtain records of Respondent's employment during the period covered by this Settlement Agreement.

CONTINUING EDUCATION

20. Within three (3) months of the effective date of this Settlement Agreement, Respondent shall take and pass the Board approved Pharmacy Practice Guide Continuing Education Examination, if available. Respondent shall register and complete the required examination via the Board's website or as otherwise requested by the Board.

21. Respondent shall take a minimum of 6.0 continuing education (0.60 CEUs) hours in pharmacy law during each biennial pharmacist renewal period that is completed while Respondent is on discipline. The continuing education required by this section shall comply with 20 CSR 2220-7.080 and may be used to satisfy the licensee's biennial continuing education requirement. Proof of compliance with the continuing education requirements of this section shall be submitted to the Board on or before October 31st of each biennial pharmacist renewal period.

B. Upon the expiration of said discipline, Respondent's license as a pharmacist in Missouri shall be fully restored if all other requirements of law have been satisfied; provided, however, that in the event the Board determines that Respondent has violated any term or condition of this Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Respondent.

C. If the Board determines that Respondent has violated a term or condition of this Settlement Agreement, which violation would also be actionable in a proceeding before the

Administrative Hearing Commission or the circuit court, the Board may elect to pursue any lawful remedies or procedures afforded it and is not bound by this Settlement Agreement in its determination of appropriate legal actions concerning that violation. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held to determine whether a violation occurred and, if so, it may impose further discipline. The Board retains jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

D. No order shall be entered by the Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

E. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement not any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

F. Respondent, together with her heirs and assigns, and her attorneys, do hereby waive and release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this

litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

RESPONDENT, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE,

_____ **REQUESTS**

BW **DOES NOT REQUEST**

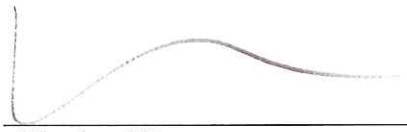
THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING RESPONDENT'S LICENSE.

If Respondent has requested review, Respondent and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Respondent's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Respondent's license. Effective fifteen (15) days from the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Respondent's license, the agreed upon discipline set forth herein shall go into effect.

If Respondent has not requested review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Board's Executive Director.

RESPONDENT

XIAOJUN WANG



Xiaojun Wang

Date: 12/16/18

PETITIONER

MISSOURI BOARD OF PHARMACY

By: _____

Kimberly Grinston
Executive Director

Date: 1-4-19

NEWMAN, COMLEY & RUTH P.C.

By: _____

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